

Exhibit B

Advanta Corp.
Employee Stock Ownership Plan (ESOP)

Summary Plan Description

Revised, Effective January 2006

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Advanta Corp. Employee Stock Ownership Plan

Summary Plan Description

Revised, Effective January 2006

Introduction

Advanta Corp. (the "Company") established the Advanta Corp. Employee Stock Ownership Plan (the "Plan") primarily to permit eligible employees to acquire ownership interests in the Company. The Plan is intended to meet the requirements to be treated as a qualified employee stock ownership plan within the meaning of certain sections of the Internal Revenue Code, and is intended, consistent with those provisions, to hold substantially all of its assets in the form of Company Stock. The information in this booklet is only a summary description of the main provisions of the Plan as of January 1, 2006. It is not the complete Plan, the full provisions of which are set forth in the official Plan document, which is available for your inspection during regular working hours from your Human Resources Representative. You may also obtain a copy of the complete Plan document without charge upon request to Advanta Corp., P.O. Box 844, Welsh & McKean Roads, Spring House, PA 19477, Attention: Director of Benefits, telephone (215) 657-4000. *If there is a conflict between the Summary Plan Description set forth here and the terms of the official Plan document, the official Plan document will control.* Nothing contained herein is to be construed as a guarantee of employment, either express or implied. The Board of Directors of the Company reserves the right to amend, modify or terminate the Plan at any time.

Basic Facts

Name of Plan	Advanta Corp. Employee Stock Ownership Plan (ESOP)
Name of Plan Sponsor and mailing address	Advanta Corp. P.O. Box 844 Welsh & McKean Roads Spring House, PA 19477 Affiliates of Advanta Corp. whose employees also participate in the Plan are listed in the attached Appendix A.
Plan Sponsor's Employer Identification Number	23-1462070
Plan Number	002
Plan Year	January 1 to December 31
Type of Plan	The Plan is a type of defined contribution plan known as an employee stock ownership plan. As explained below, this type of plan is designed to invest primarily in Company Stock.
Type of Administration	Company administration
Name, business address and business telephone number of the Plan Administrator	Employee Stock Ownership Plan Administrative Committee Advanta Corp. P.O. Box 844 Welsh & McKean Roads Spring House, PA 19477 (215) 657-4000 Questions for the Plan Administrator also may be addressed to: Director of Benefits Advanta Corp. P.O. Box 844 Welsh & McKean Road Spring House, PA 19477 (215) 657-4000
Name of person designated as agent for service of process, and the address at which such process may be served	General Counsel Advanta Corp. Welsh & McKean Roads Spring House, PA 19477 Service of legal process may also be made upon a Plan trustee or the Plan Administrator.
Name and address of the trustees of the Plan	Dennis Alter William A. Rosoff Olaf Olafsson Michael A. Stolper c/o Advanta Corp. PO Box 844 Welsh & McKean Roads Spring House, PA 19477
Effective Date of the Plan	September 10, 1998

Eligibility To Participate

1. *Am I eligible to participate in the Plan?*

All employees of Advanta Corp. (the "Company"), and of any other subsidiaries or affiliated entities of the Company that have adopted the Plan as provided under the relevant provisions of the Plan document, other than employees whose terms and conditions of employment are determined by a collective bargaining agreement (unless and to the extent the bargaining agreement specifically provides for participation), are eligible to participate in the Plan. The Advanta affiliated companies which have adopted the Plan for their employees are listed in Appendix A. In addition, employees of certain foreign affiliates of the Company who are United States citizens or residents are eligible to participate in the Plan. As an exception, however, "leased employees," as defined in the Code, are not eligible to participate in the Plan. The Company and the Advanta affiliated companies that have adopted the Plan are collectively referred to in this Summary Plan Description as the "Participating Companies."

2. *When does my participation begin?*

If you were already eligible to participate in the Advanta Corp. Employee Savings Plan as of September 10, 1998, you automatically became a participant in the Plan as of that date. If you were not eligible to participate in the Advanta Corp. Employee Savings Plan, as of September 10, 1998, you will become a participant on the first "entry date," as defined below after you have been credited with a year of Service and have attained at least age 21.

The term "Service" generally includes the period from the date you first complete an hour of service as an employee of a Participating Company (or certain other Advanta affiliates, Participating Companies and such Advanta affiliates are referred to herein as "Advanta Companies") and ends on the date you terminate employment with all Advanta Companies. For eligibility purposes, a period of severance from Service not exceeding one year is counted as Service. Certain approved leaves of absence, certain periods of absence due to the birth or adoption of your child and certain absences due to military service are counted as Service.

The Plan **entry dates** are January 1st and July 1st of each year.

If you terminate your employment after you have satisfied the year of Service requirement for participation you will begin to participate immediately upon your return to employment with a Participating Company (regardless of the length of your absence from employment) unless you have not satisfied the age requirement, in which case you will begin to participate on the first entry date after you attain age 21.

3. *What happens if I transfer to another Advanta Company?*

For purposes of determining eligibility Service, you receive credit for all Service completed with all Advanta Companies. However, you will not be able to participate on the first entry date after unless your employer is a Participating Company (as listed in Appendix A).

4. *What if I terminate employment before my participation begins?*

If you terminate employment before you have completed one (1) year of Service (see paragraph 2 above) but return to employment before you incur a five-year "period of severance," then you will

retain your prior Service credit for purposes of counting Service for eligibility. If you incur a “period of severance” which equals or exceeds five years, then you will not retain your prior Service credit for purposes of counting Service for eligibility if you return to employment with a Participating Company.

A “period of severance” is, generally, a period of absence beginning with the date you quit, are discharged or retire, or an absence for any other reason except an approved leave of absence, from the employment of all Advanta Companies, and ending with the date you are again employed by an Advanta Company. An exception exists for certain absences due to military duty. For further information call the Participant Account Link at 1-888-542-4015 to speak with a representative.

Contributions To The Plan and Funding

1. Do I make contributions to the Plan once I am eligible?

No contributions by employees are required or permitted under the Plan. All contributions are made by the Company.

2. How is the Plan funded?

The Plan is funded by contributions made by the Company. Inasmuch as contributions are generally made from the Company’s profits, and the Company’s Board of Directors has the discretion whether and in what amount contributions shall be made, there is no set amount which must be contributed each year by the Company. Notwithstanding the foregoing, Company contributions will be sufficient, when combined with other Plan assets and earnings, for the repayment of the loan the Plan’s trust incurred for the purpose of purchasing Company Stock.

3. How are the assets of the Plan invested?

The Plan is designed to invest primarily in Company Stock. Assets acquired by the Plan are held in a Trust. The investment of the Trust is primarily in Company Stock, which may be acquired from time to time by the Trust with funds that have been loaned for this purpose. Such loans may be made by the Company, or may be loans from third parties with repayment guaranteed by the Company. Contributions made in cash by the Company will generally be used to repay the loans of the Trust, if any. Company Stock acquired with borrowed funds are initially held in a suspense account until allocated to Plan participants, as described below.

4. How are allocations made to participants in the Plan?

Whenever contributions are made and used to repay part or all of any loan which was used for the purpose of acquiring Company Stock, a portion of the Company Stock acquired with that loan will be allocated among the Plan participants who are eligible to receive an allocation. The amount of the allocation is proportionate to the participants’ relative Compensation for the year for which the allocation is made. In general, to be eligible for an allocation for a Plan Year, a participant must be an “Active Participant.” To qualify as an Active Participant, a participant in the Plan must be credited with at least 1,000 hours of Service during the Plan Year and be employed or on an excused absence at the end of the Plan Year, or must have died during the Plan Year, or retired during the Plan Year (at or after Normal Retirement Date). The amount allocated to each participant in the Plan is accounted for separately by the Trustee. All of the Plan participants’ accounts are managed collectively, however, in a trust fund and thereby invested in Company Stock for the benefit of the participants and their beneficiaries.

All investment earnings and/or losses are prorated among and added to (or deducted from) the individual accounts of the participants and beneficiaries.

5. What is my "Compensation" for purposes of determining allocations?

Your "Compensation" means your base salary (including any shift differential) paid to you by a Participating Company in a Plan Year. In addition, the Administrative Committee may designate that the commissions of certain classifications of employees be included in Compensation. Compensation does not include: (1) adjustments to salary and allowances paid due to international service; (2) reimbursement for expenses; (3) overtime paid for work in excess of forty hours per week; or (4) bonuses.

Federal tax laws and IRS regulations state that not more than a specific amount of Compensation may be taken into account for purposes of determining the allocations to your account for any year. For 2006, this limitation is \$220,000. In future years, this amount may be increased by the IRS to reflect cost of living adjustments.

6. How do I exercise my rights for shares held by the Plan?

In general, each participant in the Plan who has shares allocated to his or her account will receive the notices, prospectuses and financial statements that would be received by a person holding shares of Company Stock. Each participant will have the right to direct the Trustee to vote the shares allocated to his or her Plan account. Similarly, if there is a tender offer for shares of the Company's Stock, the Trustee will follow the instructions of each participant with respect to the shares allocated to that participant. The Trustee will exercise the voting rights of those shares that have not been allocated to any participant in a manner that reflects, on a proportionate basis, the instructions received from Participants with respect to allocated shares of Company Stock. Similarly, in the event there is a tender offer for Company Stock, the Trustee will only tender a portion of the Company Stock held in the Plan that has not been allocated to participants that represents the same percentage of allocated shares that have been tendered on the instructions of participants.

The Trustee will take appropriate steps to ensure that your exercise of voting and tender rights with respect to Company Stock is kept confidential, unless such confidentiality would be a violation of applicable law.

Vesting Of Plan Benefits

1. Under what conditions, if any will I forfeit or otherwise not receive all of my Plan benefits?

In general, if you terminate your employment before you are credited with five or more years of Service, you will forfeit your benefits under the Plan. Once you are credited with five or more years of Service, you will become 100% vested in your account, and you will not lose any of your accumulated benefits unless your account declines in value as a result of investment losses, or because expenses of the Plan which are not paid by the Company are paid out of participants' accounts. Even though your account becomes fully vested, part or all of your account may be allocated to another person if a valid order of a court is received by the Plan Administrator and that order meets the requirements to be treated as a "qualified domestic relations order." For more information about qualified domestic relations orders, refer to *Plan Administration*.

2. How is my "Service" determined for purposes of vesting of my benefits?

Your account becomes fully vested, once you are credited with five years of Service. In determining your Service for these purposes, periods of Service prior to the Effective Date of the Plan, Service prior to the Plan Year in which you attained age 18, and in certain circumstances, Service before or after a period of severance, will be disregarded. In some situations, however, you may be able to return to employment with the Company and have all of your periods of Service (both before and after the period of severance) counted for purposes of determining when your account becomes vested.

3. What happens to forfeitures?

If your account under the Plan is not vested when you terminate your employment, your account will be forfeited, and the shares of Company Stock in the account will be reallocated among other Plan participants in the same manner as other allocations are made.

Distribution Of Benefits

1. When can I receive a distribution under the Plan?

In general, if your account is vested, as described above, you will be able to receive a distribution of your account balance after you retire or otherwise terminate your employment. However, if your account is valued at more than \$1,000 at the time you terminate employment, you may elect to leave your shares in the Plan until your normal retirement age (the later of age 65 or your fifth anniversary of your commencement of participation in the Plan) if you wish.

Once you have attained age 55 and have ten or more "years of participation" (generally, a Plan Year in which you are credited with 1,000 hours of service or more with an Advanta Company), you will be allowed to elect to receive a distribution of a portion of your account over a period of six years. This election is intended to permit you to diversify your investments (*i.e.*, by permitting you to liquidate your distributed shares and make alternative investments). You will be given the opportunity to elect to receive such a distribution during the 90 day period following each annual Plan valuation date (the last day of the Plan Year). The maximum number of shares that you may elect to distribute is limited so that the total distribution during the first five years of this diversification period cannot exceed 25% of the shares allocated to your account, and the total distribution over all six years of the diversification period cannot exceed 50% of your shares.

In order to receive a distribution, you should submit a completed ESOP Distribution Election Form to the Plan's third-party recordkeeper. This form will be sent to you upon your eligibility for a distribution or you may request a copy from the Plan Administrator.

2. How are distributions made?

All benefits payable under the Plan will be in the form of a single distribution of the shares in your account or an amount of cash equal to the value of the shares in your account. Please note that the portion of any Participant's account that consists of assets other than Company Stock or that consists of a partial share of Company Stock will be distributed as cash. The processing time associated with each form of distribution varies. Information concerning how to make this election is set forth on the ESOP Distribution Election Form, which is available upon request. *If you do not indicate your desired form*

of distribution on the ESOP Distribution Election Form, the default election will be one for a distribution of paper certificates for your shares.

3. *Can a distribution be made without my consent?*

Yes. When you attain the age of 65 and you have separated from service, your entire vested account balance will be distributed by the Plan. Also, if the value of your vested account balance is \$1,000 or less, your account will be distributed to you as soon as practicable following the date you are considered under the Plan to have terminated your Service. If your account is not vested (*i.e.*, it is entirely forfeitable on your termination of employment), you will be deemed to have received a distribution of the entire non-forfeitable portion of your account at the time you terminate your employment.

4. *What happens to my account on my death?*

If you die while you have a vested account under the Plan, your account will be distributed as a death benefit to your beneficiary.

5. *Who is my beneficiary under the Plan?*

Your beneficiary under the Plan will be your surviving spouse if you are married at the time of your death, unless you have designated another beneficiary and your spouse has consented to that beneficiary designation in writing. Forms for beneficiary designation and spousal consent are available from the Plan Administrator.

If you are not married at the time of your death, your beneficiary will be the person you have designated as your beneficiary on an appropriate form which will be provided to you by the Plan Administrator. If you have not designated a beneficiary, your beneficiary will be your lineal descendants (including adopted and step-children), if any, and if none, your surviving parents, if any, and, if none survive you, your estate.

You may also designate a contingent beneficiary who will be your beneficiary in the event your primary beneficiary does not survive you.

6. *How will I know the value of my Plan account?*

You will receive a statement of your Plan account following the end of each quarter, showing your account activity and the number of shares and value of your account as of the close of the Plan Year. The value of your account, however, changes as share value changes in the market.

7. *Are my benefits guaranteed by the Federal Government?*

No. Under federal statutes the Pension Benefit Guaranty Corporation does not guarantee benefits under a defined contribution plan like the Plan.

Loans

1. May I borrow from my Plan account?

No. The Plan does not permit a participant to borrow from his or her Plan account.

Plan Administration

1. Who has the power to interpret the Plan and make determinations under its provisions?

To the full extent permitted by law, the Administrative Committee has complete discretion and authority to interpret the Plan, to determine any questions of fact arising under the Plan and to make all decisions necessary in applying the Plan provisions. The Administrative Committee's exercise of this discretionary authority is binding on all interested parties, including participants and their beneficiaries.

2. What happens if I disagree with a decision of the Administrative Committee concerning my Plan benefits or eligibility?

All claims for benefits by a participant or beneficiary, or by his or her legally authorized representative (the "Claimant") must be made in writing on such form as may be provided by the Administrative Committee for this purpose (an "appropriate form"). Such completed appropriate form and any additional information as may be required must be submitted to the Administrative Committee at the office of the Plan Administrator. The Administrative Committee's decision on the claim will be made in accordance with the terms of the Plan and pursuant to rules applied in a uniform manner to all Claimants.

In the event that any claim for benefits is denied in whole or part, the Administrative Committee (acting for the Administrator) will notify the Claimant of such denial in writing within a reasonable period of time, but not less than 90 days following receipt of the claim for benefits. If however, special circumstances require additional time for processing the claim, the Administrative Committee will provide the Claimant with written notice of the need for additional time prior to the expiration of the initial 90-day period. The extension notice will indicate the special circumstances requiring the extension of time and the date by which the Administrative Committee expects to render a final decision. In no event will a decision regarding a claim for benefits be rendered later than 180 days after the Plan receives the Claimant's claim for benefits.

A notice advising the Claimant of the denial of a claim will be provided in a manner reasonably calculated to be understood by the Claimant and will: (i) specify the reason or reasons for denial, (ii) make specific reference to pertinent plan provisions on which the denial is based, (iii) describe any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is needed, (iv) advise the Claimant of the procedure for the appeal of the denial and the time limits applicable to such procedures, and (v) include a statement of the Claimant's right to bring a civil action under 502(a) of ERISA following an adverse benefit determination on appeal.

3. *How do I appeal a denial of a claim for benefits?*

All appeals must be made by the following procedure:

- (a) The Claimant whose claim has been wholly or partially denied must file with the Administrative Committee a notice of his or her desire to appeal the denial. This notice must be filed within sixty (60) days of notification of the claim denial, must be made in writing, and must set forth all of the facts upon which the appeal is based. Appeals not timely filed will be barred. The Claimant may request in writing to review any documents pertinent to his or her claim.
- (b) The Administrative Committee may, in its sole discretion, establish a hearing date on which the Claimant may make an oral presentation in support of his or her appeal. If no hearing is provided by the Administrative Committee, the Claimant will have an opportunity to submit in writing to the Administrative Committee any issues or comments relating to his or her claim. Regardless of whether a hearing is provided by the Administrative Committee, the Claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits. The Claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's claim for benefits.
- (c) The Committee will consider the merits of: (i) the Claimant's written and oral presentations, (ii) the merits of any facts or evidence in support of the denial of benefits, (iii) any and all comments, documents, records, and other information relating to the claim submitted by the Claimant, without regard to whether such information was submitted or considered in the initial benefit determination, (iv) and such other facts and circumstances as the Committee deems relevant. The Administrative Committee will render a determination upon the appeal within 60 days from the date of the notice of desire to appeal is received by the Plan. If, however, special circumstances (including, but not limited to, the establishment of a hearing date) require an extension of time for processing the appeal, the Administrative Committee will provide the Claimant with written notice of the need for additional time prior to the expiration of the initial 60-day period. The notice will indicate the special circumstances requiring the extension of time and the date by which the Plan expects to render the decision on appeal. In no event will a decision regarding an appeal be rendered later than 120 days after the Plan receives the Employee's notice of desire to appeal. If the appeal is denied, the determination will be accompanied by a written statement reasonably calculated to be understood by the Claimant and which: (i) specifies the reason or reasons for denial, (ii) makes specific reference to pertinent plan provisions, (iii) informs the Employee of his or her right to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Employee's claim for benefits, and (iv) contains a statement of the Employee's right to bring an action under Section 502(a) of ERISA.

It is intended that the claims procedures of the Plan be administered in accordance with the claims procedure regulation of the Department of Labor set forth in 29 CFR § 2560.503-1.

4. *May the Plan be amended or terminated?*

Yes. Although the Company presently intends to continue the Plan indefinitely, the Company has reserved the right to amend or terminate the Plan at any time. However, no Plan amendment may

reduce the benefits to which you are entitled under the Plan at the time of the amendment. If the Plan is terminated, your account will become fully vested if you are still employed by an Advanta Company. The Plan may also be merged or consolidated with another plan, or the Plan's assets may be transferred to another plan, but if this occurs, your benefits accrued under the Plan cannot be adversely affected.

5. *Is the Plan subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA")?*

Yes. The Plan is subject to the eligibility, vesting, fiduciary and reporting and disclosure requirements of ERISA but not to its minimum funding or plan termination insurance provisions.

6. *May I transfer or assign my Plan benefits to someone else, pledge them as collateral for a loan or otherwise assign or alienate my Plan benefits?*

No. Your interest in the Plan as a general rule may not be alienated. This means that your interest may not be sold, used as collateral, assigned or transferred by you. As an exception to this rule, the Administrative Committee is required by law to recognize a domestic relations order of a court of competent jurisdiction that meets Code requirements to be a "qualified domestic relations order" which gives someone other than you or your designated beneficiary the right to receive assets in your account (for example, as alimony or child support). The Administrative Committee will notify you if it receives a domestic relations order regarding your benefits.

7. *Who pays the administrative and other expenses of the Plan?*

The Plan provides that expenses incurred in connection with the administration of the Plan, shall be payable from the Trust at the direction of the Plan Administrator. The Company shall have the option, but not the obligation, to pay such expenses of the Plan, in whole or in part, and by doing so relieve the Fund from the obligation of bearing such expense. The Company's current practice is to pay all of the expenses of administering the Plan, except for certain expenses that may be incurred in connection with the investment of Plan assets, which may be allocated to the accounts for which such expenses were incurred, if that can be determined, and otherwise may be allocated among the accounts of participants generally. For more information regarding the payment of administrative expenses please contact the Plan Administrator.

8. *Who can I go to if I have questions about the Plan?*

Questions regarding the Plan should be directed to the Participant Account Link at 1-888-542-4015.

Your Rights under ERISA

The Plan is subject to the eligibility, vesting, fiduciary and reporting and disclosure requirements of ERISA. However, the Plan is not subject to ERISA's minimum funding or plan termination insurance provisions and its benefits are not guaranteed by the Pension Benefit Guaranty Corporation.

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants will be entitled to:

■ ***Receive Information About Your Plan and Benefits***

Examine, without charge, at the Administrator's office and at other specified locations or worksites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts, copies of the latest annual report (Form 5500 series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65) and if so, what your benefit would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

■ ***Prudent Actions by Plan Fiduciaries***

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

■ ***Enforcement of Your Rights***

If your claim for a pension benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or may file suit in a Federal court. The court will decide

who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

■ ***Assistance with Your Questions***

If you have any questions about your Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

The foregoing text, "ERISA Rights," was created by the United States Department of Labor which, by regulations, prescribed inclusion of that text in this booklet. The Administrator, the Company, the fiduciaries, and all other persons and entities associated with the Plan hereby disavow authorship of and responsibility for the accuracy of the foregoing statement of "ERISA Rights" and each of them states that publication of the statement of "ERISA Rights" should not be construed as the offering of legal advice.

NOTE: The Department of Labor has issued a number of administrative exemptions from certain reporting and disclosure requirements. Some of these exemptions may apply from time to time to this program. For example, many plans are exempted from preparing or filing annual reports and summary annual reports. To the extent that such exemptions pertain to this Plan, the above statement of "ERISA Rights" may be considered to be modified.

APPENDIX A

Affiliated Companies Of Advanta Corp. That Sponsor The Plan For Employees

Advanta Bank Corp.
Advanta Growth Capital Fund, LP
Advanta National Bank
Advanta Shared Services Corp.
Advanta Life Insurance Company
Advanta Partners, LP

*At the discretion of Advanta Corp., the list of Participating Employers may be changed from time to time.

